



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NUMBER 796

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND YUMA UNION HIGH SCHOOL DISTRICT

Whereas, the City of San Luis desires to enter into an intergovernmental agreement with the Yuma Union High School District for the provision of school resource officer; and

Whereas, the parties to the Intergovernmental Agreement desire to enter said agreement; and

Whereas the City Council approved said agreement by motion at the regular meeting of August 13, 2008;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby ratified and approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 13th day of August, 2008.

Juan Carlos Escamilla, Mayor

ATTEST:

Sonia Cuello, City Clerk

APPROVED AS TO FORM:

Glenn Gimbut, City Attorney

INTER-GOVERNMENTAL AGREEMENT

This intergovernmental agreement is entered into this 13th day of August, 2008, by and between the City of San Luis ("City"), located at 1090 E. Union Street, a municipal corporation and political subdivision of the State of Arizona, and the Yuma Union High School District, a school district of the State of Arizona ("District").

WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

Purpose of Agreement

The purpose of this Agreement is for the City to assign a police officer as a school resource officer, herein referred to as "SRO" to pay full time attention to the law enforcement needs of the San Luis High School. The SRO will work with school personnel in providing alcohol and other drug education, maintaining a safe campus environment, serving as law enforcement problem-solving resource, and providing the appropriate response regarding on-campus or school related criminal activity.

Term

The term of this Agreement shall be from July 1st, 2008 until the end of the 2008-2009 City fiscal year, June 30th, 2009. During days that schools are not in session, the officers shall perform regular police duties determined by the Chief of Police or Captain.

Relationship of Parties

The City and the assigned SRO shall have the status of an independent contractor for purposes of this Agreement. The SRO assigned to the District shall be considered to be employees of the City and shall be subject to its control and supervision. The assigned SRO will be subject to current procedures in effect for San Luis Police Officers, including attendance at all mandated training to maintain his/her Arizona Peace Officer certification.

1 This Agreement is not intended to and will not constitute, create, give rise to, or otherwise
2 recognize a joint venture, partnership, or formal business association or organization of any
3 kind between the parties, and the rights and obligations of the parties shall be only those
4 expressly set forth in this Agreement.

5

6 **Consideration**

7 In consideration of the assignment of the SRO to work with the District as provided herein,
8 the District agrees to pay the City forty nine thousand eight hundred sixty two dollars and
9 thirty cents (\$49,862.30) for the 2008-2009 City fiscal year. Said sum shall be paid within
10 thirty days of the effective date of this agreement. This amount represents seventy five
11 percent (75%) of the SRO's salary, employee related expenses and projected overtime.
12 The City shall be responsible for the remaining twenty five percent (25%), sixteen thousand
13 six hundred twenty dollars and seventy seven cents (\$16,620.77). This consideration is
14 based on a calculation for 200 hours of overtime during the calendar year. The officer's
15 weekly District schedule will be mutually agreed upon in consultation with the principal of
16 the school the SRO's immediate supervisor. The SRO may be asked to attend afternoon or
17 evening events in lieu of regular duty in accordance with Arizona Revised Statutes Title 23.
18 In scheduling it is understood that any hours worked above forty (forty) hours will require
19 overtime compensation. In the event SRO works above 150 hours of overtime at the
20 request of District during the term of this agreement, District agrees to reimburse City for
21 any such overtime that is incurred, including salary and employee related expenses.
22 Each party will maintain a budget for expenditures under this Agreement. Payment from
23 District to City is due upon District's receipt of a statement of cost from the City.

24

25 **Officer Responsibilities**

26 Officers assigned to the District shall:

27 A. Provide a program of law and education-related issues to the school community,
28 including parents, on such topics as: tobacco, alcohol, and other drug issues, and in
addressing violence diffusion, violence prevention, and other safety issues in the school

- 1 community.
- 2 B. Act as a communication liaison with law enforcement agencies; providing basic
3 information concerning students on campus served by the SRO.
- 4 C. Provide informational in-services and be a general resource for the staff on issues
5 related to alcohol, and other drugs, violence prevention, gangs, safety and security.
- 6 D. The SRO will gather information regarding potential problems such as criminal activity,
7 gang activity and student unrest, and attempt to identify particular individuals who may be a
8 disruptive influence to the school and/or students.
- 9 E. When a crime occurs, the SRO will take the appropriate steps consistent with an
10 Arizona Peace Officer's duties.
- 11 F. The SRO will present educational programs to students and school staff on topics
12 agreed upon by both parties.
- 13 G. The SRO will refer students and/or their families to the appropriate agencies for
14 assistance when a need is determined.
- 15 H. Unless in the SRO's opinion circumstances prevent it, the SRO will attempt to advise
16 the school principal prior to taking legal action, subject to the officer's duties under the law.
- 17 I. The SRO shall not act as a school disciplinarian, nor make recommendations regarding
18 school discipline. School Resource Officers are not to be used for regularly assigned
19 lunchroom duties, as regular hall monitors, bus duties or other monitoring duties. If there is
20 an unusual/temporary problem in one of these areas, the SRO may assist District
21 employees until the problem is resolved. Provided further that nothing required herein is
22 intended to nor will it constitute a relationship or duty for the assigned SRO or the City
23 beyond the general duties that exist for law enforcement officers within the State of
24 Arizona.

25

26 **Time and Place of Performance**

27 The City will endeavor to have the SRO available for duty at his/her assigned school each
28 day that school is in session during the regular school year. The City is not required to
furnish substitute officers on days when regular School Resource Officers are absent due

- 1 to illness or police department requirements. The SRO's activities will be restricted to their
2 assigned school grounds except for:
- 3 A. Follow up home visits when needed as a result of school related student problems.
 - 4 B. School related off-campus activities when officer participation is requested by the
5 principal and approved by the Agency.
 - 6 C. In response to off-campus, but school related, criminal activity.
 - 7 D. In response to emergency police activities.

8

9 **District Responsibilities**

10 District will provide the police officer an office and such equipment as is necessary at
11 his/her assigned schools. This equipment shall include a telephone and filing space
12 capable of being secured and access to a computer capable of accessing the City=s
13 network. The District will provide the SRO training pertaining to the rules and regulations
14 that govern a District employee. Furthermore, the District will be responsible for fifty
15 percent (50%) of the cost of continuing training related to the position of SRO.

16

17 **General Provisions**

18 A. Time is of Essence; Binding Effect

19 Time is of the essence of this Agreement. Such Agreement shall be binding upon and
20 inure to the benefit of the heirs, personal representatives, successors, and assigns of the
21 parties.

22 B. Successor and Assigns

23 The requirements of this Agreement are binding upon the heirs, executors, administrators,
24 successors, and assigns of both parties.

25 C. Waiver

26 If either party fails to require the other party to perform any provision of this Agreement, that
27 failure does not prevent the party from later enforcing that provision. Neither party is
28 released from any responsibilities or obligations imposed by law or this Agreement if the
other party fails to exercise a right or remedy.

1 D. Governing Law and Venue

2 (i) The laws of the State of Arizona govern this Agreement as to validity, interpretation, and
3 performance. The parties must institute and maintain any legal actions or other judicial
4 proceedings arising from this Agreement in a court of competent jurisdiction in Yuma
5 County, Arizona.

6 (ii) This Agreement is subject to the cancellation provisions of Arizona Revised Statute §38
7 511, as amended.

8 E. Severability

9 If any terms, parts, or provisions of this Agreement are for any reason invalid or
10 unenforceable, the remaining terms, parts, or provisions are nevertheless valid
11 enforceable.

12 F. Counterparts

13 This Agreement may be executed in multiple counterparts, each of which shall constitute
14 one and the same instrument.

15 G. Attorney Fees and Costs

16 If either party brings an action or proceeding for failure to observe any of the terms or
17 provisions of this Agreement, the prevailing party may recover, as part of the action or
18 proceeding, all litigation, arbitration and collection expenses, including, but not limited to,
19 witness fees, court costs, and reasonable attorneys fees.

20 H. Termination

21 This Agreement may be terminated by either party if in its judgment such
22 action is necessary due to a) funding availability or b) either party's
23 non-compliance with the agreement. Any termination must be in writing,
24 stating the reason, sent certified mail and will be effective upon
25 thirty (30) days notice to the other party. Upon termination of the
26 agreement, the parties shall return any property to the original owner.

27 I. Integration

28 This Agreement contains the entire agreement between the parties, and no oral or written
statements, promises, or inducements made by either party or its agents not contained or

1 specifically referred to in this Agreement is valid or binding. All modifications to this
2 Agreement and/or the Development Agreement must be in writing, signed and endorsed by
3 the parties.

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6 The parties have executed this Agreement on the day and year first above written.

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10 Yuma Union High School District

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12 By: _____

13 School Board President

Date

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15 Attested by: _____

16 School Board Clerk

Date

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19 I hereby certify that I am the attorney for the Yuma Union High
20 School District, that I have reviewed the foregoing Intergovernmental
21 agreement, that it is in proper form and is within the powers and authority
22 granted under the laws of this state to such public agency.

22

23

24 _____
School Board Attorney

_____ Date

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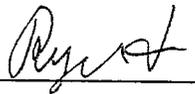
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1 City of San Luis

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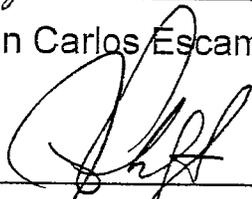
3 By: 

8/13/08

4 Mayor Juan Carlos Escamilla

Date

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6 Attested by: 

8-18-08

7 Jeffrey Philpot, City Manager

Date

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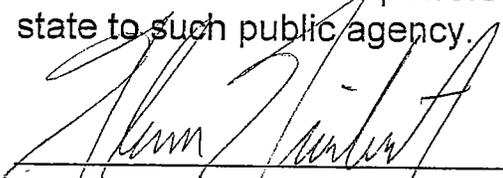
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13 I hereby certify that I am the attorney for the City of San Luis, Arizona, that I
14 have reviewed the foregoing Intergovernmental agreement, that it is in proper
15 form and is within the powers and authority granted under the laws of this
16 state to such public agency.

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8/13/2008

18 Glenn Gimbut, City Attorney

Date

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PROJECTION FOR FY 08/09

SCHOOL RESOURCE OFFICER
 SECURITY WORK FOR YUMA UNION H. SCHOOL DISTRICT 70: SAN LUIS HIGH SCHOOL

EMPLOYEE NAME	HOURS WORKED	RATE OF PAY	WAGES	TOTAL WAGES	PENSION	FICA	W/C	MEDICARE	MEDICAL INS.	TOTAL ERE	TOTAL
					10.140%	6.2000%	1.4900%	1.4500%			
GERARDO ZARAGOZA	2080.00	20.8075	43,279.60	43,279.60	4,388.55	2,683.34	644.87	627.55	6,089.28	14,433.59	57,713.19
SAN LUIS SCHOOL	200.00	36.7617	7,352.34	7,352.34	745.53	455.85	109.55	106.61	0.00	1,417.54	8,769.88
	2280.00		50,631.94	50,631.94	5,134.08	3,139.19	754.42	734.16	6,089.28	15,851.13	66,483.07
											5,964.00 HEALTH
											125.28 LIFE
											6,089.28
											X 75%
											<u>49,862.30</u>